



BOARD OF TRUSTEES MEETING

Thursday, February 19, 2009, 3:00 p.m.
UCIP Offices, 10980 S. Jordan Gateway, South Jordan, UT

AGENDA

3:00 Call to Order and Welcome Attendees Kay Blackwell

ITEM ACTION

1	Excuse Board Members Absent	Kay Blackwell
2	Approval of January 15 Meeting Minutes	Steve Wall
3	Approve Exclusive Agreement Between UCIP and the Utah Association of Counties	Kay Blackwell
4	Audit Committee Report	Wayne Smith
5	Review/Approve Premium Audit Procedure	Johnnie Miller
6	Review/Approve Equipment Allowance	Johnnie Miller
7	Execute Grand County Membership Termination	Kay Blackwell
8	Set Date and Time for Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual	Kay Blackwell
9	Action on Personnel Matters	Kay Blackwell
10	Set Date and Time for Closed Meeting to Discuss the Pending or Reasonably Imminent Litigation	Kay Blackwell
11	Action on Litigation Matters	Kent Sundberg
12	Ratification and Approval of Payments and Credit Card Transactions	Steve Wall

INFORMATION

13	Chief Executive Officer's Report	Johnnie Miller
14	Other Business	Kay Blackwell

AFFIDAVIT OF KAY BLACKWELL

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

Kay Blackwell, being duly sworn upon oath, deposes and says:

1. That the affiant has personal knowledge of the matters hereinafter referred to in this Affidavit.

2. That the Affiant, on or about the 19 day of February, 2009, presided over a meeting of the Utah Counties Insurance Pool Board of Trustees, an open and public meeting within the provisions of Chapter 4, Title 52, Utah Code Annotated, 1953, as amended.

3. That a quorum of the Utah Counties Insurance Pool Board of Trustees was present and at least two-thirds of the members present, voted to close the meeting pursuant to the provisions of Section 52-4-4, Utah Code Annotated, 1953, as amended, for the purpose of discussing the character, professional competence, or physical or mental health of an individual.

4. That the affiant was present throughout the meeting and, pursuant to the provisions of Section 52-4-7.5, the affiant does hereby affirm that the sole purpose for closing the meeting was to discuss the character, professional competence, or physical or mental health of an individual or individuals.

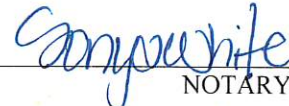
FURTHER, Affiant saith not.

DATED this 19 day of February, 2009.



KAY BLACKWELL, President
Utah Counties Insurance Pool

On the 19 day of February 2009, personally appeared before me Kay Blackwell, who, after being by me duly sworn, deposed and said that the information contained in the above and foregoing Affidavit is true and correct.



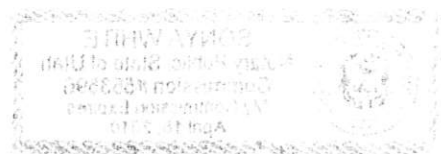
NOTARY PUBLIC

Residing at:

South Jordan, UT

My Commission Expires:

April 18, 2010





Utah Counties Insurance Pool
Supporting Your Goals Since 1992

BOARD OF TRUSTEES MEETING

MINUTES

February 19, 2009, 3:00 p.m.

UCIP Office, 10980 Jordan Gateway, South Jordan, UT

BOARD MEMBERS PRESENT

Kay Blackwell, *President*, Piute County Commissioner
Ken Bischoff, *Vice President*, Weber County Commissioner
Steve Wall, *Secretary-Treasurer*, Sevier County Clerk-Auditor
Bruce Adams, San Juan County Commissioner
Jim Eardley, Washington County Commissioner
LaMar Guymon, Emery County Sheriff
Jerry Hess, Davis County Deputy Attorney
Jerry Hurst, Tooele County Commissioner
Wayne Smith, Iron County Commissioner
Kent Sundberg, Utah County Deputy Attorney
Steve White, Utah County Commissioner

BOARD MEMBERS ABSENT

Brad Dee, Weber County Human Resources Director
Karla Johnson, Kane County Clerk-Auditor

OTHERS PRESENT

Johnnie Miller, UCIP Chief Executive Officer
Mark Brady, UCIP Loss Control Manager
Sonya White, UCIP Manager of Administration

Call to Order

Kay Blackwell called this meeting of the Utah Counties Insurance Pool Board of Trustees to order at 3:00 p.m. on February 19, 2009 and welcomed everyone in attendance.

Review/Excuse Board Members Absent

Brad Dee requested to be excused from this meeting due to obligations at the Capitol. Karla Johnson is in the middle of the County's annual audit and requested to be excused from this meeting. Steve White made a motion to excuse Brad Dee and Karla Johnson from this meeting. Jerry Hurst seconded the motion, which passed unanimously.

Approval of January 15 Meeting Minutes

The minutes of the Board of Trustees meeting held January 15, 2009 were previously sent to the Board Members for review. Steve Wall made a motion to approve the January 15 meeting minutes as written. Steve White seconded the motion, which passed unanimously.

Approve Exclusive Agreement Between UCIP and the Utah Association of Counties (UAC)

Kay Blackwell reported that he, Jim Eardley and Johnnie Miller met with members of the UAC Executive Committee and the Executive Director, Brent Gardner, to discuss an exclusive sponsorship arrangement. Johnnie explained that UCIP Board Members and the UAC Executive Committee agreed upon an annual fee of \$15,000 that would recognize UCIP as an exclusive sponsor (competitors of UCIP would be prohibited to sponsor or exhibit) at UAC events, guarantee preferred space at UAC conferences, allow for presentation opportunities at UAC events and UCIP would organize the annual UAC golf tournament. UAC staff proposed an annual fee of \$150,000. This amount may be comparable to what other state Pool's pay for exclusive rights and what local competitors may be willing to pay. UAC's President, Debra Ames, requested that Johnnie draft an agreement (see attachment number one) for review by UAC's General Counsel. Jim Eardley made a motion to approve the agreement as written. Ken Bischoff seconded the motion, which passed unanimously. The agreement was given to Debra on February 13 and another meeting with the UAC Executive Committee will be scheduled.

Audit Committee Report

Wayne Smith reported that the Audit Committee members met with the independent auditors of Larson & Rosenberger today in preparation of the upcoming 2008 financial audit scheduled for March 17-20. The Committee directed Mark Brady to have a draft Disaster Recovery Plan available for the Board to review and approve at their next meeting. Jim Eardley made a motion to accept the report and direction of the Audit Committee. Jerry Hess seconded the motion, which passed unanimously.

Review/Approve Premium Audit Procedure

Johnnie Miller explained that eight members have responded to the request for final payroll reports to be audited for the Workers' Compensation Pool. Six of the eight counties would owe additional premium due to their higher than estimated payroll reported in 2008. Calculated premiums in 2008, for some counties, were lower than actuarial rates. The procedure for the 2008 audit may depend on whether or not a member paid above or below the surcharge. In 2009, all members paid the same rate. Johnnie will continue his report at the next meeting when all counties have submitted their actual payroll for 2008.

Review/Approve Equipment Allowance

Johnnie Miller reported that in discussions with the Tooele County Attorney, Doug Hogan, regarding the Internal Revenue Service's audit findings for the use of cell phones and laptops, as recommended in November, the Board may want to approve a cell phone and laptop allowance for specific staff positions. Jerry Hurst explained that Tooele County has adopted policies and procedures regarding the use and allowances of equipment following the audit. Steve White made a motion approving a cell phone allowance of \$75.00 per month for Johnnie Miller, Mark Brady and Sonya White. Ken Bischoff seconded the motion, which passed unanimously. The Board directed Johnnie to provide more information on laptop allowances at the next meeting.

Execute Grand County Membership Termination

Johnnie Miller reported that under Article Nine of the Bylaws, notice of failure to pay a premium due the Pool has been mailed to the Grand County Council. Bruce Adams made a motion to terminate Grand County's membership in the Utah Counties Insurance Pool effective January 1, 2009. Wayne Smith seconded the motion, which passed unanimously.

Set Date and Time for Closed Meeting

Steve White made a motion to set the date and time for a closed meeting to discuss the character, professional competence, physical/mental health of an individual for 4:25 p.m. on February 19, 2009. Bruce Adams seconded the motion, which passed unanimously. Board Members present at the closed meeting were: Kay Blackwell, Ken Bischoff, Steve Wall, Bruce Adams, Jim Eardley, LaMar Guymon, Jerry Hess, Jerry Hurst, Wayne Smith, Kent Sundberg and Steve White. Johnnie Miller was also present.

The regular meeting resumed at 4:32 p.m. on February 19, 2009.

Action on Personnel Matters

Steve White made a motion to strike agenda item: Action on Personnel Matters. Jerry Hurst seconded the motion, which passed unanimously.

Set Date and Time for Closed Meeting

Kent Sundberg made a motion to set the date and time for a closed meeting to discuss pending or reasonably imminent litigation for 4:33 p.m. on February 19, 2009. Bruce Adams seconded the motion, which passed unanimously. Board Members present at the closed meeting were: Kay Blackwell, Ken Bischoff, Steve Wall, Bruce Adams, Jim Eardley, LaMar Guymon, Jerry Hess, Jerry Hurst, Wayne Smith, Kent Sundberg and Steve White. Johnnie Miller, Mark Brady and Sonya White were also present. Ken Bischoff was excused during Weber County litigation discussions.

The regular meeting resumed at 4:52 p.m. on February 19, 2009.

Action on Litigation Matters

Kent Sundberg made a motion authorizing settlement authority at mediation in the amount of \$50,000 to the Claims Manager and an additional \$25,000 to the Chief Executive Officer in the matter of WEB001362006. Steve White seconded the motion, which passed unanimously.

Kent Sundberg made a motion authorizing settlement authority in the amount of \$32,000 to the Claims Manager in the matter of SAN000272007. Jerry Hurst seconded the motion, which passed unanimously.

Kent Sundberg made a motion to change the approved attorney for matters on behalf of the member counties to Bart Kunz from Craig Wentz at the law firm of Christensen & Jensen. Wayne Smith seconded the motion, which passed unanimously.

Ratification and Approval of Payments and Credit Card Transactions

Steve Wall reviewed the payments made, payments to be made (see attachment number two) and credit card transactions with the Board. Steve Wall made a motion to approve the payments made, payments to be made and credit card transactions. Steve White seconded the motion, which passed unanimously.

Chief Executive Officer's Report

Johnnie Miller reported that the December 2008 unaudited financial statements show a net income of \$2,000,000 for all lines.

Johnnie recommended that capital expenses incurred, approximately \$67,000, for the new office be transferred from surplus rather than charged against the 2009 budget.

The Board will discuss UCIP's strategy at its upcoming June Retreat. Does UCIP "hunker down" and cut every expense possible and reduce member services or does UCIP "look forward" and manage expenses while continuing high quality services?

Johnnie explained that UCIP is currently sharing the cost of land use lobbying with the Utah Risk Management Mutual Association (URMMA) and the Utah Local Governments Trust (ULGT), paying an equal third, yet all meetings and the direction of the efforts are all driven by the ULGT. Johnnie will report to the Board at its next meeting whether or not UCIP is getting any benefit from this arrangement.

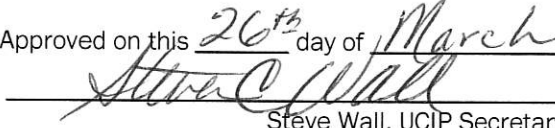
The relationship between UCIP and ULGT should be defined. It is the fiduciary responsibility of both Boards to make decision in the best interest of its members and the two should not be competing for member business. Johnnie recommends that the two Boards meet to have an open discussion about working together.

Johnnie is in the process of negotiating a reduced rate for all counties with the Utah Safety Council (counties currently pay \$300 for an annual membership). This may be an alternative to provide safety training to UCIP members without an in-house safety specialist.

Johnnie reported that UCIP has paid all owed premiums to the Public Employees Health Program (PEHP) based on UCIP's reconciliation with the member counties. Larson & Rosenberger is conducting an audit of premiums. Four member counties have signed PEHP's "fee" letter for an estimated \$105,000 in revenue to reimburse the Multiline Pool. A meeting of the Employee Benefits Program counties will be scheduled to discuss service, fees and developing surplus.

Other Business

The next meeting of the Board, scheduled for March 19, was rescheduled for March 26. The Board meeting scheduled for May 21 has been cancelled.

Approved on this 26th day of March 2009

Steve Wall, UCIP Secretary-Treasurer

EXCLUSIVE SPONSORSHIP AGREEMENT

This Agreement entered into this _____ day of February, 2009, between the Utah Association of Counties, a non-profit foundation, hereafter referred to as "UAC" and the Utah Counties Insurance Pool, an Interlocal governmental entity created pursuant to the laws of the state of Utah, hereafter referred to as "UCIP".

WHEREAS, legislation sponsored by UAC, enacted as Utah Code Title 11 Chapter 13, Interlocal Cooperation Act, enabled the creation of public agency insurance mutuals in Utah for the purpose of pooling, joint purchase or purchase of insurance by Utah public agencies; and

WHEREAS, UAC originally organized UCIP in 1992 as the Utah Association of Counties Insurance Mutual, an interlocal agency with a Board of Trustees elected and appointed by member counties; and

WHEREAS, UCIP was formed by UAC as a service to its member counties to provide for pooled coverage, joint purchase of insurance and other risk management services for its members; and

WHEREAS, UAC continues to recognize the value of the insurance and risk management services UCIP provides to county government in the State of Utah; and

WHEREAS, Article 5.13(j) of UCIP's Bylaws, adopted December 6, 2007, provides that UCIP's Trustees may provide for necessary activities, and enter into contracts as necessary or appropriate to accomplish the purposes of the Pool; and

WHEREAS, UCIP has provided financial assistance to UAC in the form of advertising fees, vendor registration fees and sponsorship of meals, breaks and other activities held in conjunction with UAC conferences and other events; and

WHEREAS, UCIP considers continued support of UAC legislative, information and education programs to be an appropriate activity to accomplish the purposes of the Pool; and

WHEREAS, UCIP wishes to be recognized as the exclusive insurance and risk management service provider sponsored by UAC; and

WHEREAS, UAC is able to provide exclusive sponsorship pursuant to its bylaws and subject to the conditions specified in this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. RELATIONSHIP OF THE PARTIES

- 1.1. UAC and UCIP are separate legal entities organized under the laws of the State of Utah. Both entities operate for the purpose of serving county government in the State of Utah.
- 1.2. While UCIP was originally organized by UAC and is regarded as a member service of UAC, UCIP is governed by an independent Board of Trustees elected or appointed by UCIP member counties.
- 1.3. UAC and UCIP have no legal obligations to one another other than those provided for in state or federal law, and those contractual obligations reduced to writing and approved by resolution of their respective Boards of Trustees.

2. RECOGNITION OF EXCLUSIVE SPONSORSHIP

- 2.1 UAC shall acknowledge that UCIP was originally organized by UAC as a service to its member counties, and shall allow UCIP to present itself as a UAC created entity.
- 2.2 UAC shall allow UCIP to recognize and present itself as the exclusive insurance and risk management entity sponsored by UAC.

3 ADVERTISING SERVICES

- 3.1 UAC shall provide UCIP the following advertising services:
 - 3.1.1 Full page inside cover space of the UAC Directory; and
 - 3.1.2 1/2 page advertising space on the back cover in each UAC newsletter with the option to purchase additional space at a reduced fee.
- 3.2 UAC shall prohibit any and all other insurance or risk management entities from advertising in any UAC publication without the express written consent of UCIP.

4 SPONSORSHIP RECOGNITION

- 4.1 UAC shall recognize UCIP as the sole sponsor of the following UAC activities:
 - 4.1.1 Luncheon at the UAC Newly Elected Officials Training;
 - 4.1.2 Luncheon at the UAC County Officials Day at the Legislature;
 - 4.1.3 Luncheon at the USACCC Annual Workshop;
 - 4.1.4 Luncheon at the UAC Management Conference; and
 - 4.1.5 Dinner at the UAC Annual Conference.

5 CONFERENCE VENDOR SERVICES

- 5.1 UAC shall provide UCIP the following conference exhibitor services:
 - 5.1.1 Preferred exhibitor space at the UAC Management Conference;

5.1.2 Exhibit space next to, or as near as possible to, the UAC registration table at the UAC Annual Conference; and

5.1.3 An exhibit space in the vendor area at the UAC Annual Conference.

5.2 UAC shall prohibit any and all other insurance and risk management entities from displaying as a vendor, present at, or otherwise sponsor or be recognized at any UAC organized conference without the express written consent of UCIP.

6 PRESENTATION OPPORTUNITIES

6.1 UAC shall provide UCIP the opportunity to participate annually as a presenter at each of the following UAC events:

6.1.1 Newly Elected Officials Training;

6.1.2 USACCC Annual Workshop; and

6.1.3 UAC Management Conference.

7 UAC/UCIP ANNUAL GOLF TOURNAMENT

7.1 UCIP shall annually organize and facilitate a golf tournament to be held in conjunction with the UAC Annual Conference.

7.2 UCIP shall recognize UAC as an equal sponsor of the golf tournament, however UCIP shall accept all expenses related to the organization, operation and liability arising out of the tournament.

7.3 UCIP will organize the tournament in a manner so as to create no cost to UAC.

7.4 UAC may request UCIP not to organize the golf tournament in any particular year that UAC feels it is in the best interest of county government not to hold such tournament.

8 EXCLUSIVE SPONSORSHIP FEE

8.1 In recognition of the covenants and services provided for herein, UCIP shall compensate UAC an annual amount of \$15,000 to be paid no later than January 30 of each year.

8.2 The parties agree to consider, upon written request by either party, adjustment to the amount of the Exclusive Sponsorship Fee in recognition of increased costs of the services provided under this Agreement.

8.3 UAC may, at its sole discretion, waive or postpone payment of all or any portion of the Exclusive Sponsorship Fee. UCIP may, by resolution of its Board of Trustees, request the waiver or postponement of payment of the Exclusive Sponsorship Fee, or portion thereof, in any fiscal year where UCIP recognizes a loss to its surplus.

9 TERM AND TERMINATION

9.1 The term of this Agreement shall commence upon January 1, 2009, and shall continue until December 31, 2010, unless terminated by either party as set forth herein.

9.2 This Agreement is subject to cancellation or termination without cause by either UAC or UCIP upon 90 days written notice to the other party specifying the reasons therefore. Any such notice shall be delivered in person or by certified mail addressed to persons specified in Section 12 of this Agreement. Before notice shall be considered valid, the Board of Trustees, of UAC and UCIP, or committees of each Board recognized as having the authority to negotiate the terms of this Agreement on behalf of their respective Boards, shall meet to discuss the issues related to the proposed notice.

10 COMPLIANCE WITH APPLICABLE LAWS

In performance of this Agreement, each party shall comply with all federal, state and local laws, ordinances, orders, rules and regulation applicable to its performance hereunder.

11 RECORDS AND AUDIT

Each party agrees to maintain sufficient and accurate records and books of account showing all expenses incurred in the performance of this Agreement, all of which shall be subject to inspection and audit by the other party at all reasonable times. All such records and books of account shall be retained for a period of not less than three years from the date of completion of services to which this Agreement relates.

12 NOTICES

Any official notice that either party hereto desires or is required to give the other shall be delivered by hand or through United States mail by certified mail, return receipt requested, with postage thereon fully prepaid and addressed as follows:

To UAC:

Executive Director
Utah Association of Counties
5397 South Vine Street
Murray, Utah 84107

To UCIP:

Chief Executive Officer
Utah Counties Insurance Pool
P.O. Box 95730
South Jordan, Utah 84095

The addresses herein above specified may be changed by written notice thereof to the other party pursuant to this section.

13 LEGAL ACTIONS BETWEEN THE PARTIES

- 13.1 Any legal action taken between the parties arising as a result of this Agreement shall be filed and litigated in the state of Utah.
- 13.2 This Agreement shall be interpreted in accordance with the laws of the state of Utah.
- 13.3 Before any legal proceeding is initiated, the parties must submit to informal, nonbinding mediation as arranged by the American Arbitration Association.
- 13.4 Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction, as the parties acknowledge that they have both participated in the preparation hereof.

14 SEVERABILITY

The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect.

15 GENDER, PLURAL AND HEADINGS

- 15.1 Whenever the context of any provision shall require it, the use of any gender shall include all genders, and the singular number shall be held to include the plural number, and vice versa.
- 15.2 The paragraph and section headings in this Agreement are for convenience only, and do not constitute a part of the provisions hereof.

16 ATTORNEY'S FEES

In the event that either party institutes any suit or action to enforce its rights hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal therefrom.

17 WAIVER

No failure on the part of either party to enforce any covenant or provision herein contained, nor any waiver of any right hereunder, unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenant or provision or

affect the right of either party to enforce the same or any other provision in the event of any subsequent breach or default.

18 BINDING EFFECT

The terms, conditions, and covenants contained in this Agreement shall apply to, inure to the benefit of, and bind the parties and their respective successors.

19 NONASSINGABILITY

Neither party may assign any interest in this Agreement without the express written concurrence of the other party.

20 ENTIRE AGREEMENT AND AMMENDMENT

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement replaces and supersedes all prior negotiations and understandings, and such negotiations and understandings shall be of no further force or effect. UAC and UCIP may amend this Agreement upon the agreement of both parties. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties, and expressly made a part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunder set their hand as of the day and year written by their duly authorized officers.

UAC:

Utah Association of Counties

By: _____

Debra Ames, President

Date: _____

UCIP:

Utah Counties Insurance Pool

By: _____

Kay Blackwell, President

Date: _____

Utah Counties Insurance Pool

Payments

January 16 - February 28, 2009

Type	Date	Num	Name	Memo	Split	Amount
WF-Expense						
Paycheck	1/30/2009		Anne M. Ayrton	Direct Deposit	-SPLIT-	0.00
Paycheck	1/30/2009		Johnnie R. Miller	Direct Deposit	-SPLIT-	0.00
Paycheck	1/30/2009		Kathy H. Stone	Direct Deposit	-SPLIT-	0.00
Paycheck	1/30/2009		Korby M. Siggard	Direct Deposit	-SPLIT-	0.00
Paycheck	1/30/2009		Lisa O. Brown	Direct Deposit	-SPLIT-	0.00
Paycheck	1/30/2009		Mark W. Brady	Direct Deposit	-SPLIT-	0.00
Paycheck	1/30/2009		Shaney M. Kelleher	Direct Deposit	-SPLIT-	0.00
Paycheck	1/30/2009		Sonya J. White	Direct Deposit	-SPLIT-	0.00
Paycheck	1/30/2009		Susan E. Gonce	Direct Deposit	-SPLIT-	0.00
Paycheck	1/29/2009		QuickBooks Payroll Service	Created by Payroll Services on 01/27/2009	-SPLIT-	0.00
Liability Check	2/13/2009		Johnnie R. Miller	Direct Deposit	-SPLIT-	-17,014.72
Paycheck	2/13/2009		Kathy H. Stone	Direct Deposit	-SPLIT-	0.00
Paycheck	2/13/2009		Korby M. Siggard	Direct Deposit	-SPLIT-	0.00
Paycheck	2/13/2009		Lisa O. Brown	Direct Deposit	-SPLIT-	0.00
Paycheck	2/13/2009		Mark W. Brady	Direct Deposit	-SPLIT-	0.00
Paycheck	2/13/2009		Shaney M. Kelleher	Direct Deposit	-SPLIT-	0.00
Paycheck	2/13/2009		Sonya J. White	Direct Deposit	-SPLIT-	0.00
Paycheck	2/13/2009		Susan E. Gonce	Direct Deposit	-SPLIT-	0.00
Liability Check	2/12/2009		QuickBooks Payroll Service	Created by Payroll Services on 02/10/2009	-SPLIT-	-15,327.56
Liability Check	1/30/2009	ONLINE	Utah Retirement Systems	Unit No: 864 (JAN 2009)	-SPLIT-	-8,397.89
Liability Check	1/30/2009	ONLINE	Nationwide Retirement Solutions	Entity: 644013	-SPLIT-	-2,522.00
Liability Check	1/31/2009	ONLINE	United States Treasury	EFT ACKNOWLEDGEMENT NUMBER: 270943000609...	-SPLIT-	-7,747.38
Liability Check	1/31/2009	ONLINE	Utah State Tax Commission	Transaction Number: WT09K1V42801	-SPLIT-	-2,375.40
Liability Check	2/13/2009	ONLINE	United States Treasury	EFT ACKNOWLEDGEMENT NUMBER: 270859700591...	-SPLIT-	-5,996.96
Check	1/27/2009	VISA	Wells Fargo	Account Number: 4856 2002 0633 9635	-SPLIT-	-72.56
Check	1/27/2009	VISA	Wells Fargo	Account Number: 4856 2002 0869 3567	-SPLIT-	-163.52
Check	1/27/2009	VISA	Wells Fargo	Account Number: 4856 2002 0646 9796	-SPLIT-	-1,157.38
Check	1/23/2009	4931	Brad Dee	Expense Reimbursement	-SPLIT-	-49.50
Check	1/23/2009	4932	Kent Sundberg	Expense Reimbursement	-SPLIT-	-38.50
Check	1/23/2009	4933	Karla Johnson	Expense Reimbursement	-SPLIT-	-322.30
Check	1/23/2009	4934	Ken Bischoff	Expense Reimbursement	-SPLIT-	-49.50
Check	1/23/2009	4935	Steven Wall	Expense Reimbursement	-SPLIT-	-161.70
Check	1/23/2009	4936	Kay Blackwell	Mileage Reimbursement	-SPLIT-	-220.00
Check	1/23/2009	4937	Wayne Smith	Expense Reimbursement	-SPLIT-	-264.00
Check	1/23/2009	4938	Bruce Adams	Expense Reimbursement	-SPLIT-	-330.00
Check	1/23/2009	4939	LaMar Guymon	Expense Reimbursement	-SPLIT-	-148.50
Check	1/23/2009	4940	Gerald Hess	Expense Reimbursement	-SPLIT-	-35.20
Check	1/23/2009	4941	James Eardley	Expense Reimbursement	-SPLIT-	-324.50
Check	1/23/2009	4942	Jerry Hurst	Mileage Reimbursement	-SPLIT-	-48.95
Check	1/23/2009	4943	Pitney Bowes, Inc.	Invoice Number: 356447	-SPLIT-	-116.82
Check	1/23/2009	4944	Purchase Power	Customer ID: 19821793866	-SPLIT-	-307.99
Check	1/23/2009	4945	Strong & Hanni	Invoice No. 76913	-SPLIT-	-386.50
Check	1/23/2009	4946	Qwest	Account Number: 801-565-8500 170B	1099-Nonemployee Com...	-482.91
Check	1/23/2009	4947	Christensen & Jensen	Invoice Number: 57624	-SPLIT-	-449.50
Check	1/23/2009	4948	Office Depot	Account Number: 35538769	1099-Nonemployee Com...	-305.04
Check	1/23/2009	4949	Anne M. Ayrton	Expense Reimbursement	-SPLIT-	-327.04
Check	1/23/2009	4950	Arthur J. Gallagher & Co.	Invoice Number: 85301	-SPLIT-	-21,928.00
Check	1/23/2009	4951	Media One of Utah	Invoice Number: 100403417-12222008	-SPLIT-	-193.16
Check	1/23/2009	4952	Verizon Wireless	Invoice Number: 0722625328	-SPLIT-	-152.39
Check	1/23/2009	4953	Johnnie R. Miller	Expense Reimbursement	-SPLIT-	-379.24
Check	1/23/2009	4954	Mountain View Software	Invoice Number: 13685	-SPLIT-	-13,050.00
Check	1/23/2009	4955	Professional Binding Products, Inc.	Invoice Number: PS10110864	Office Supplies ML	-199.90

Utah Counties Insurance Pool Payments January 16 - February 28, 2009

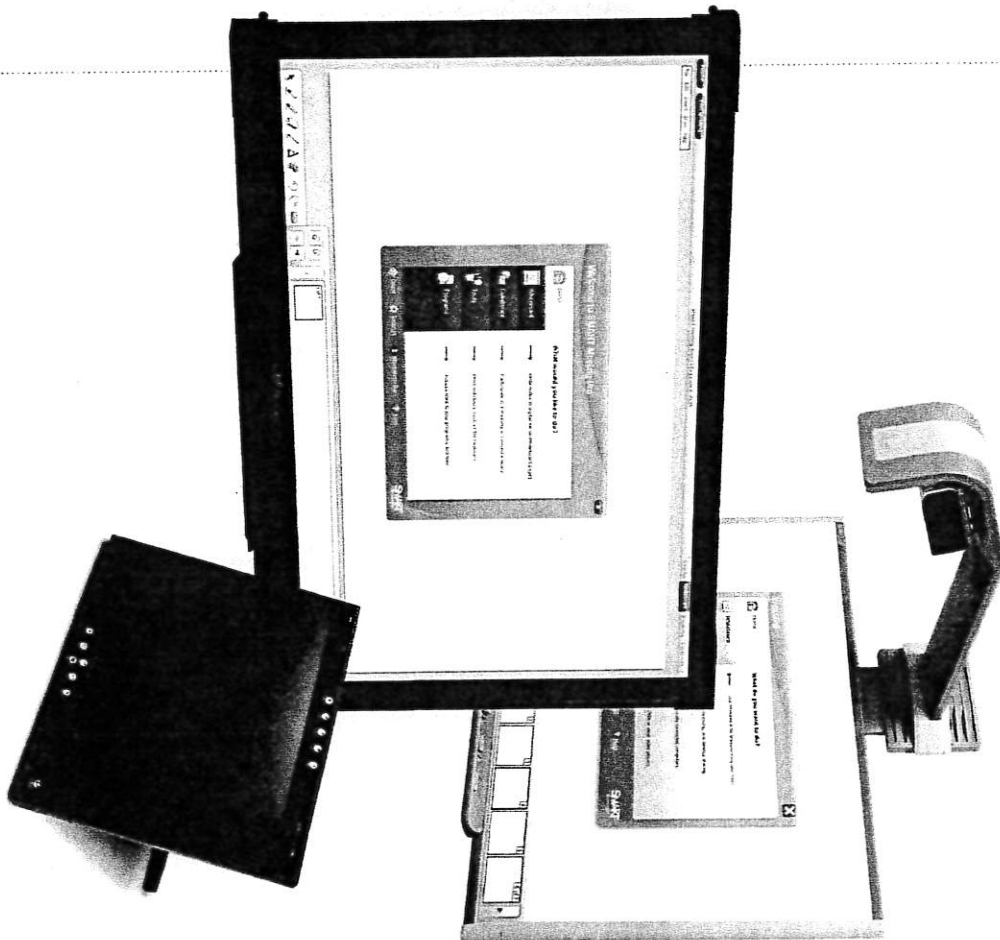
Type	Date	Nun	Name	Memo	Split	Amount
Check	1/23/2009	4956	Professional Binding Products, Inc.	Invoice Number: PS10110815	Office Supplies ML	-408.15
Check	1/23/2009	4957	Revco Leasing Company, LLC	Invoice Number: 196581	-SPLIT-	-350.00
Check	1/23/2009	4958	By The Numbers Actuarial Consulting, Inc.	Invoice Number: 2008-189	Actuarial Analysis ML	-2,125.00
Paycheck	1/30/2009	4959	Anne M. Ayton		-SPLIT-	-2,488.98
Check	1/31/2009	4960	PEHP-LTD	Coverage Period: January 2009	-SPLIT-	-318.52
Check	2/20/2009	4961	Zayda Internet	Invoice Number: 1025	-SPLIT-	-240.00
Check	2/20/2009	4962	Purchase Power	Customer ID: 19821793866	-SPLIT-	-500.97
Check	2/20/2009	4963	County Reinsurance, Limited	2009 Liability	Liability	-699,605.00
Check	2/20/2009	4964	Verizon Wireless	Invoice Number: 0731580311	-SPLIT-	-152.21
Check	2/20/2009	4965	Print2day	Invoice No. 940046	-SPLIT-	-352.52
Check	2/20/2009	4966	Utah PRIMA Chapter	Annual Chapter Dues	-SPLIT-	-80.00
Check	2/20/2009	4967	Les Olson Company	Invoice Number: 1032297-IN	-SPLIT-	-823.94
Check	2/20/2009	4968	Korby M. Siggard	Expense Reimbursement	-SPLIT-	-57.71
Check	2/20/2009	4969	Arthur J. Gallagher & Co.	Invoice Number: 85829	-SPLIT-	-100.00
Check	2/20/2009	4970	Arthur J. Gallagher & Co.	Invoice Number: 85694	-SPLIT-	-4,386.00
Check	2/20/2009	4971	Qwest	Account Number: 801-565-8500 170B	-SPLIT-	-146.24
Check	2/20/2009	4972	Utah Safety Council	Invoice Number: 08212	-SPLIT-	-442.50
Check	2/20/2009	4973	Mergenthaler Transfer & Storage	Invoice Number: SLC-863-8/1	Building Related Payables	-2,177.50
Check	2/20/2009	4974	Positive Incentives	Invoice Number: 86395	-SPLIT-	-64.45
Check	2/20/2009	4975	Shaney M. Kelleher	Expense Reimbursement	-SPLIT-	-105.76
Check	2/20/2009	4976	Revco Leasing Company, LLC	Invoice Number: 198992	-SPLIT-	-350.00
Check	2/20/2009	4977	Tri-Tel Communications, Inc.	Invoice Number: 145167	Building Related Payables	-435.00
Check	2/20/2009	4978	Tri-Tel Communications, Inc.	Invoice Number: 145224	-SPLIT-	-3,748.81
Check	2/20/2009	4979	Office Depot	Account Number: 35538769	-SPLIT-	-581.21
Liability Check	2/20/2009	4980	Public Employees Health Program	Policy Number 1076 (JAN)	-SPLIT-	-7,981.60
Liability Check	2/20/2009	4981	Opticare of Utah	January	-SPLIT-	-101.87
Liability Check	2/20/2009	4982	Johnnie R. Miller	Expense Reimbursement	-SPLIT-	-90.14
Check	2/20/2009	4983	Revco Leasing Company, LLC	Invoice Number: 201288	-SPLIT-	-372.95
Check	2/20/2009	4984			-SPLIT-	-350.00
Total WF-Expense						-829,983.54
WF-Work Comp Expense						
Check	1/26/2009	224	By The Numbers Actuarial Consulting, Inc.	Invoice Number: 2008-188	Actuarial Analysis WC	-2,125.00
Check	1/26/2009	225	County Reinsurance, Limited	2009 Workers' Compensation Reinsurance	Reinsurance WC	-340,866.00
Check	1/26/2009	226	New England Business Service, Inc.	Invoice Number: 9928685794-3	Office Supplies WC	-302.02
Check	1/26/2009	227	ISO Services, Inc.	Invoice Number: IS00030878	-SPLIT-	-1,052.50
Check	1/26/2009	228	Mountain View Software	Invoice Number: 13700	Information Technology ...	-126.00
Check	1/26/2009	229	Bear River	2009 W/C Premium Reimbursement	Premiums Written ML	-15,856.00
Check	2/20/2009	230	Mountain View Software	Invoice Number: 13723	Information Technology ...	-210.00
Total WF-Work Comp Expense						-360,537.52
TOTAL						-1,190,521.06



Utah Counties Insurance Pool
Supporting Your Goals Since 1992

Board of Trustees

Thursday, February 19, 2009
UCIP Offices



UAC Exclusive Sponsorship

- Recognized as exclusive sponsored entity.
- Recognized as UAC sponsor at events.
- All other competitors prohibited at events.
- Time on agenda at certain events.
- Preferred space at conferences.
- Organize annual golf tournament.
- Annual fee of \$15,000.



Utah Counties Insurance Pool
improving Your Assets Since 1992

Advertising Services

- UAC shall provide UCIP the following advertising services:
 - Full page inside cover space of the UAC Directory; and
 - 1/2 page advertising space on the back cover in each UAC newsletter with the option to purchase additional space at a reduced fee.
- UAC shall prohibit any and all other insurance or risk management entities from advertising in any UAC publication without the express written consent of UCIP.



Utah Counties Insurance Pool
Supporting Your Needs Since 1982

Sponsor Recognition

- UAC shall recognize UCIP as the sole sponsor of the following UAC activities:
 - Luncheon at the UAC Newly Elected Officials Training;
 - Luncheon at the UAC County Officials Day at the Legislature;
 - Luncheon at the USACCC Annual Workshop;
 - Luncheon at the UAC Management Conference; and
 - Dinner at the UAC Annual Conference.



Utah Counties Insurance Pool
Supporting Your Assets Since 1992

Preferred Exhibitor Status

- UAC shall provide UCIP the following conference exhibitor services:
 - Preferred exhibitor space at the UAC Management Conference;
 - Exhibit space next to, or as near as possible to, the UAC registration table at the UAC Annual Conference; and
 - An exhibit space in the vendor area at the UAC Annual Conference.
- UAC shall prohibit any and all other insurance and risk management entities from displaying as a vendor, present at, or otherwise sponsor or be recognized at any UAC organized conference without the express written consent of UCIP.

Presentation Opportunities

- UAC shall provide UCIP the opportunity to participate annually as a presenter at each of the following UAC events:
 - Newly Elected Officials Training;
 - USACCC Annual Workshop; and
 - UAC Management Conference.

Golf Tournament

- UCIP shall annually organize and facilitate a golf tournament to be held in conjunction with the UAC Annual Conference.
- UCIP shall recognize UAC as an equal sponsor of the golf tournament, however UCIP shall accept all expenses related to the organization, operation and liability arising out of the tournament.
- UCIP will organize the tournament in a manner so as to create no cost to UAC.
- UAC may request UCIP not to organize the golf tournament in any particular year that UAC feels it is in the best interest of county government not to hold such tournament.



Utah Counties Insurance Pool
Serving Members Since 1992

Exclusive Sponsorship Fee

- In recognition of the covenants and services provided for herein, UCIP shall compensate UAC an annual amount of \$15,000 to be paid no later than January 30 of each year.
- The parties agree to consider, upon written request by either party, adjustment to the amount of the Exclusive Sponsorship Fee in recognition of increased costs of the services provided under this Agreement.
- UAC may, at its sole discretion, waive or postpone payment of all or any portion of the Exclusive Sponsorship Fee. UCIP may, by resolution of its Board of Trustees, request the waiver or postponement of payment of the Exclusive Sponsorship Fee, or portion thereof, in any fiscal year where UCIP recognizes a loss to its surplus.



Utah Counties Insurance Pool
Supporting Your Needs Since 1992

Financial Audit Process

- Auditors meet with Audit Committee to review process, confirm scope of work and discuss specific questions or concerns (February 2009)
- Auditors conduct onsite work (March 2009)
- Auditors provide Audit Report and Management letter to Board (April 2009)



Utah Counties Insurance Pool
Supporting Your Assets Since 1992

W/C Payroll Audit

- 8 members responses to date.
- 6 additional premium, 1 return premium.
- Variance from estimate -10% to +54%.
- Average variance from estimate = 10%.
- Estimated additional premium = \$100,000

Equipment Allowance

Equipment allowance was discussed by the Board in December based on concerns raised by the IRS audit in Tooele County.

- Cell Phone
 - County allowance is between \$75 and \$95 per month.
 - Recommendation is for \$75 per month.
- Counties have begun allowances for laptops, due to requirement to have them “regularly inspected for personal use”



CEO Report

- Financial Status (Unaudited Year End)
- Office Relocation Budget
- Current Strategy – Long Range Strategy
- Other Strategic Relationships
 - Land Use Lobbying w/ URMMA & ULGIT
 - Utah Safety Council
 - ULGIT Work Comp?
- Benefits Program
 - PEHP billing
 - PEHP “fees”



Unaudited Year End Summary

UTAH COUNTIES INSURANCE POOL

Financial Statement Summary

For the Period Ending December 31, 2008

	ML	WC	EB	Total
Underwriting Gain(Loss)	\$1,544,559	\$188,025	(\$72,613)	0
Investment Income	\$417,261	\$137,000	\$24,000	0
Total Net Income	\$1,961,820	\$325,025	(\$48,613)	0

Relocation Budget

Company	Cost
Henriksen Butler Furniture	\$56,533.56
Tri-Tel Phone Move and Reconnects	\$4,183.81
Mergenthaler Moving Company	\$2,177.50
Misc Furnishings for Training Room	\$500.00
I.T. Gary Hurst 1 full day	\$750.00
Paetec Internet/Phones	\$626.98
Smart Board/Projector	<u>\$2,600.00</u>
	\$67,371.85

UCIP Strategy

- “Hunker Down”
 - Cut every expense possible
 - Reduce Member Service to allow for cheapest price possible
- “Look Forward”
 - Manage expenses,
 - While continuing high quality service to members
 - Look for efficient ways to improve services
- Are the members willing to pay for service?

Land Use Lobbying

- Currently sharing cost of land use lobbyist with URMMA and ULGIT.
- Paying an equal third, but all meetings and direction are driven by the League.

ULGIT Relationship

- Strategic Relationship between Boards?
- “Sell” WC business?
- Open discussions on areas of merger?
 - Combined WC program
- If Trust not open to working together, develop strategy of OFFENSE.

Utah Safety Council

- Negotiate reduced pricing for membership and training.
- Consider membership fees as part of UCIP membership.
- Conduct Safety Council training specific to counties on site.

Benefits Program

- PEHP billing
 - Paid all premiums based on UCIP records.
 - Larson conducting audit of premiums.
- 4 members signed PEHP “Fee” letter.
 - Estimated revenue = \$105,000.
- Group meeting to discuss strategy.
 - Limited Service & Return Portion of Fees.
 - Use Fees to provide broad services.
 - Limited Service & Develop Surplus.